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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JAMES ORLANDO, an individual,
Plaintiff,

v.

CHOICE HOTELS INTERNATIONAL, INC.;
SMRUTI LLC; ROES I-X, and DOES I - X.
Defendants.

Case No. 2:22-cv-00404-APG-BNW

PLAINTIFF'S SECOND AMENDED
COMPALINT AND DEMAND FOR JURY
TRIAL

Plaintiff JAMES ORALNDO ("Plaintiff"), by and through his counsel of record, Eric S. Powers, Esq. of POWERS LAW hereby demands a trial by jury for his causes of action and complains and alleges against Defendant CHOICE HOTELS INTERNATIONAL, INC., SMRUTI LLC, and ROES/DOES (collectively, "Defendants") as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff JAMES ORLANDO was at all times mentioned herein, a resident of the State of Nevada, County of Clark, City of Las Vegas.

2. Upon information and belief, at the time of the incident on March 3, 2020, and at all times relevant herein, Defendant CHOICE HOTELS INTERNATIONAL, INC. ("CHI") is and was a corporation registered in the state of Delaware with its principal place

1 of business in the State of Maryland.

2 3. Upon information and belief, at the time of the incident on March 3, 2020, and
3 at all times relevant herein, Defendant SMRUTI LLC (“SMRUTI”) is and was a limited
4 liability company registered in the state of Kansas and conducting business in Kansas.

5 4. That the true names and capacities, whether individual, corporate, associates,
6 co-partnership, or otherwise of Defendants DOES I through X, and ROE CORPORATIONS
7 XI through XX, are unknown to Plaintiff who therefore sues said Defendants by such
8 fictitious names. Plaintiff is informed and believes and thereon allege that each of the
9 Defendants designated as DOES I through X, and ROE CORPORATIONS XI through XX
10 are responsible in some manner for the events and happenings referred to in this action and
11 proximately caused damages to the Plaintiff as herein alleged. The legal responsibility of
12 said Defendants DOES I through X, and ROE CORPORATIONS XI through XX, arises out
13 of, but is not limited to, their status as driver of the vehicle subject to this collision, owners
14 and/or their maintenance and/or entrustment of the subject vehicle which Defendant was
15 operating at the time of the subject injury, and/or their agency, master/servant or joint venture
16 relationship with said Defendant. Plaintiff will ask leave of this Honorable Court to amend
17 this Complaint to insert the true names and capacities of said Defendants, when the same
18 have been ascertained, to join such Defendants in this action together with the proper
19 charging allegations.

20 II. JURISDICTION AND VENUE

21 4. Jurisdiction of this court arises under 28 U.S.C. § 1332 as the parties are
22 diverse citizens of different states and the amount in controversy exceeds \$75,000.00
23 exclusive interest and attorney’s fees. Venue in this District is proper in that the Plaintiff’s
24 course and treatment as a result of the incident exclusively occurred in Las Vegas, Clark
25 County, Nevada.
26

27 III. GENERAL FACTUAL ALLEGATIONS

28

1 5. Plaintiff incorporates and realleges the preceding paragraphs as though fully
2 set forth herein.

3 6. On or about March 3, 2020, Plaintiff was an invited guest at the Rodeway Inn
4 located at 19941 W. Kellogg Drive, Goddard, Kansas 67052 (“Rodeway Inn”).
5

6 7. At the time of the incident and at all relevant times herein, a licensing
7 agreement was in effect whereby defendant Choice agreed to license its name, image, and
8 likeness to SMRUTI with respect to the subject Rodeway Inn.
9

10 8. Pursuant to the licensing agreement, SMRUTI was responsible for the daily
11 operation of the subject Rodeway Inn.

12 9. Defendant Choice was also responsible for monitoring the operation of the
13 subject Rodeway Inn and ensuring that the subject Rodeway Inn was maintained in a safe
14 and reasonable manner.
15

16 10. Thus, both SMRUTI and Choice had a duty to ensure the subject Rodeway Inn
17 was maintained in a safe and reasonable manner for patrons of the property, invited guests,
18 and the public.
19

20 11. Plaintiff paid value to stay at the subject Rodeway Inn and was assigned a
21 room by Rodeway Inn staff.

22 12. Upon information and belief, the flooring utilized in the rooms of the
23 Defendant’s property was specifically designed to not be slippery or create a likelihood of
24 falls.
25

26 13. Plaintiff was utilizing the bathroom of the room when suddenly, unexpectedly,
27 and without warning, Plaintiff slipped and fell in the bathroom of the room.
28

1 14. Plaintiff sustained significant injuries that were so severe that he had to be
2 airlifted to the hospital for medical treatment.

3 15. The flooring and/or surfacing utilized by Defendants was slippery, unsafe, and
4 not reasonably suitable for the purposes of housing invited guests at Defendant's property.
5

6 16. The flooring utilized by the subject Rodeway Inn was authorized to be
7 installed by Defendant Choice.

8 17. The flooring utilized by the subject Rodeway Inn was negligently maintained
9 by Defendant SMRUTI.
10

11 18. All of the foregoing paragraphs shall be hereafter referred to as the "subject
12 incident."

13 19. That, upon information and belief, and at all times relevant hereto, Defendants,
14 and each of them, owned the premises and/or controlled the subject area where the subject
15 incident occurred.
16

17 20. That, upon information and belief, and at all times relevant hereto, Defendants,
18 and each of them, were responsible for maintaining, servicing, and/or repairing the subject
19 area where the subject incident occurred.
20

21 21. That Plaintiff had permission and/or consent from Defendants, whether
22 express or implied, to be in the bathroom of the room where the subject incident occurred.
23

24 22. Moreover, that Plaintiff was an invited guest at the subject Rodeway Inn, and
25 paid value to rent a room where the subject incident occurred.

26 23. At the time of the incident, the bathroom and/or bathtub of the room Plaintiff
27 was an invited guest in was improperly surfaced and not marked in any manner or way to
28

1 warn Plaintiff against the danger in and around the subject area that was hazardous.

2 24. At the time of the incident, the subject area was not marked in any manner or
3 way to warn Plaintiff and/or other invited guests against the danger in and around the subject
4 area that was hazardous.
5

6 25. Upon information and belief, the hazardous condition in the subject area was
7 placed and/or maintained and/or allowed to exist on the ground by Defendants and/or DOE
8 INDIVIDUALS and/or ROE ENTITIES, as agent, servant, worker, and/or employee of
9 Defendants.
10

11 26. Upon information and belief, the hazardous condition in the subject area was
12 known or should have been known by Defendants and/or DOE INDIVIDUALS and/or ROE
13 ENTITIES, as agents, servants, workers, and/or employees of Defendants, and/or existed on
14 the ground of the bathroom/bathtub for such a length of time that Defendants and/or their
15 agents, servants, workers and/or employees should have known of its presence.
16

17 27. Upon information and belief, Defendants, and each of them, had or should
18 have had actual or constructive notice of the hazardous condition in the subject area prior to
19 the subject incident.
20

21 28. At all times relevant herein, Defendants and each of them, acted by and
22 through their duly authorized agents, servants, workers, and/or employees and they were
23 acting within the course and scope of their employment and scope of their authority for
24 Defendants.
25

26 29. Upon information and belief, and at all times relevant hereto, Defendants, and
27 each of them, held ownership, custody, and/or control over the physical area of the property
28

1 wherein the bathroom/bathtub was located and the subject area where the subject incident
2 occurred.

3 30. That as a direct and proximate result of the negligence of Defendants, and each
4 of them, Plaintiff fell and sustained personal injuries, all or some of which conditions may
5 be permanent and disabling, and all to Plaintiff's damages in a sum in excess of seventy-five
6 thousand dollars (\$75,000.00).
7

8 31. That as a direct and proximate result of the negligence of Defendants, and each
9 of them, Plaintiff received medical and other treatment for the aforementioned injuries, and
10 that said services, care, and treatment is continuing and shall continue in the future, all to
11 Plaintiff's damages.
12

13 32. That as a direct and proximate result of the negligence of Defendants, and each
14 of them, Plaintiff is entitled to recover damages for the pain, suffering, anxiety, disability,
15 emotional distress, physical injuries and medical treatment, both past and future, all of which
16 are damages recoverable by Plaintiff, in an amount in excess of seventy-five thousand
17 dollars (\$75,000.00).
18

19 33. That as a direct and proximate result of the negligence of Defendants, and each
20 of them, Plaintiff, has limited recreational function and ability, which have caused and shall
21 continue to cause Plaintiff physical impairment, mental anguish, and loss of enjoyment of
22 life, in a presently unascertainable amount.
23

24 34. That as a direct and proximate result of the aforementioned negligence of
25 Defendants, and each of them, Plaintiff has sustained a loss of earning capacity, pas and
26 future, as well as a loss of wages.
27
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1 35. That as a direct and proximate result of the aforementioned negligence of
2 Defendants, and each of them, Plaintiff has suffered a loss of past and future household
3 services in an amount to be proven at trial.
4

5 36. That as a direct and proximate result of the aforementioned negligence of
6 Defendants, and each of them, Plaintiffs have been required to engage the services of an
7 attorney, incurring attorney's fees and costs to bring this action.
8

9 **IV. FIRST CLAIM FOR RELIEF**
10 **Negligence – Against All Defendants**

11 37. Plaintiff reincorporates and realleges the preceding paragraphs as though fully
12 set for the herein.

13 38. Plaintiff alleges that, at all times relevant and mentioned herein, Defendants,
14 and each of them, had an interest in the premises where the subject incident occurred through
15 ownership, control, maintenance, inspection, contractual obligations, tenancy, occupancy,
16 as landowners or otherwise.
17

18 39. Plaintiff alleges that, at all times mentioned herein, Defendants and each of
19 them, owed all invitees, licensees, guests, or other persons lawfully on the property or
20 premises, a duty of reasonable care to remove all hazards that existed in and around the
21 premises, including, without limitations, the bathroom/bathtub of the room Plaintiff was in.
22

23 40. Defendant and each of them, had a duty to maintain the premises and keep
24 reasonable and safe the areas of the bathroom/bathtub of the room Plaintiff was in.

25 41. Defendants, and each of them, had a duty to maintain the premises and keep
26 warning signage in the areas of hazardous conditions.
27
28

1 42. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
2 each of them had a duty to take reasonable precautions to prevent any foreseeable dangerous
3 and/or hazardous condition, upon which the public at large, including Plaintiff, could be
4 injured.
5

6 43. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
7 each of them, had a duty to keep and maintain the subject premises in a safe condition,
8 including but not limited to remedying and/or curing any dangerous and hazardous
9 conditions, and mitigating or preventing any foreseeable dangerous and/or hazardous
10 condition, upon which the public could be injured.
11

12 44. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
13 each of them, knew or should have known that, on or about March 3, 2020, a hazardous
14 condition existed in the subject area of the bathroom/bathtub where the subject incident
15 occurred.
16

17 45. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
18 each of them, knew or should have known that the hazardous condition in the subject area
19 of the bathroom/bathtub where the subject incident occurred created a foreseeable danger to
20 the Plaintiff.
21

22 46. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
23 each of them, breached their aforementioned duty of care by failing to fix, repair, remove,
24 and/or remediate the hazardous, and slippery conditions that existed in the subject area.
25

26 47. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
27 each of them, breached their aforementioned duty of care by failing to take reasonable
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1 precautions to prevent any foreseeable dangerous or hazardous conditions, upon which the
2 public at large, including Plaintiff could be injured.

3
4 48. Plaintiff alleges that, at all relevant times mentioned herein, Defendants, and
5 each of them, breached their aforementioned duty of care by failing to maintain the premises
6 in a safe condition, including, but not limited to remedying and/or curing any dangerous and
7 hazardous conditions, and mitigating or preventing any foreseeable dangerous and/or
8 hazardous condition upon which the public and Plaintiff could be injured.
9

10 49. On or about March 3, 2020, and for some time prior thereto, Defendants by
11 and through their authorized agents, servants, and employees acting within the course and
12 scope of their employment, caused a dangerous condition and/or negligently and carelessly
13 owned, maintained, operated, occupied, and controlled the subject property in that they
14 failed to prevent, inspect, maintain, and warn of dangerous conditions in and about the guest
15 rooms including the bathroom/bathtub and within Defendants' control, creating a dangerous
16 and hazardous condition to Plaintiff.
17

18 50. Defendants breached their duties, including, but not limited to: failing ensure
19 that the bathroom/bathtub was surfaced in a way to prevent slippage or maintaining the
20 subject area in a safe manner; failing to warn Plaintiff of hazardous conditions; and failing
21 to keep the bathroom/bathtub free of hazardous conditions.
22

23 51. Defendants, and each of them, had actual and/or constructive knowledge of
24 the hazardous condition of the subject area and the harmful consequences that were
25 foreseeable as a result thereto.
26
27
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1 52. Defendants, and each of their failure to repair, warn against, or otherwise
2 mitigate the dangers and hazards in and around the subject area amounted to a conscious
3 disregard of the rights and safety of others, including Plaintiff. Accordingly, Plaintiff is
4 entitled to punitive damages.
5

6 53. That as a direct and proximate result of the acts and omissions of Defendants,
7 and each of them, an incident occurred wherein Plaintiff fell at Defendants' premises
8 sustaining significant personal injuries, all or some of which conditions may be permanent
9 and disabling, and all to Plaintiff's damage in a sum in excess of Seventy-Five Thousand
10 Dollars (\$75,000.00).
11

12 54. That as a direct and proximate result of the negligence of Defendants, and each
13 of them, Plaintiff has received medical and other treatment for the aforementioned injuries,
14 and that said services, care, and treatment is continuing and shall continue in the future, all
15 to Plaintiff's damages.
16

17 55. That as a direct and proximate result of the negligence of Defendants, and each
18 of them, Plaintiff is entitled to recover damages for the pain, suffering, anxiety, disability,
19 emotional distress, physical injuries and medical treatment, both past and future, all of which
20 are damages recoverable by Plaintiff, in an amount in excess of Seventy-Five Thousand
21 Dollars (\$75,000.00).
22

23 56. That as a direct and proximate result of the negligence of Defendants, and each
24 of them, Plaintiff suffered a loss of enjoyment of life, all of which are damages recoverable
25 by Plaintiff, in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00).
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1 57. That as a direct and proximate result of the negligence of Defendants, and each
2 of them, Plaintiff has limited recreational activities, which have caused and shall continue
3 to cause her physical impairment, mental anguish, and a loss of enjoyment of life, in a
4 presently unascertainable amount.

5
6 58. That as a direct and proximate result of the negligence of Defendants, and each
7 of them, Plaintiff has sustained a loss of earning capacity, past and future, as well as a loss
8 of wages.

9
10 59. That as a further direct and proximate result of the negligence of Defendants,
11 and each of them, Plaintiff has suffered a loss of past and future household services in an
12 amount to be proven at trial.

13
14 60. That as a direct and proximate result of the aforementioned negligence of
15 Defendants, and each of them, Plaintiffs have been required to engage the services of an
16 attorney and is entitled to reasonable attorney's fees and costs to bring this action.

17
18 **V. SECOND CLAIM FOR RELIEF**
19 **(Negligence via Vicarious Liability – Against All Defendants)**

20 61. Plaintiff reincorporates and realleges the preceding paragraphs as though fully
21 set forth herein.

22 62. Plaintiff alleges that, at all times mentioned herein, Defendants, and each of
23 them, owned, controlled, and/or were responsible for maintaining inspecting, repairing, or
24 overseeing the subject area in and around the bathroom/bathtub where the subject incident
25 occurred and at the time and date of its occurrence.

26
27 63. Plaintiff alleges that, at all times mentioned herein, Defendants, and each of
28 them, were agents, servants, employees, successors in interest, and/or joint venturers of their

1 co-defendants, and, as such were acting within the course, scope and authority of said
2 agency, employment and/or venture on the date and time of the subject incident , and that
3 each and every Defendant, when acting as a principal, was negligent in the selection of each
4 and every other Defendant as an agent, servant, employee, successor in interest and/or joint
5 venture.
6

7 64. Plaintiff alleges that, at all times mentioned herein, Defendants, and each of
8 them, were responsible for the area where the subject incident occurred by and through
9 permission and authority given to them from another Defendant and, as a result, Defendants
10 and each of them are responsible for each other's negligence pursuant to the doctrines of
11 vicarious liability and respondeat superior.
12

13 65. Plaintiff alleges that, at all times mentioned herein, Defendants, and each of
14 them are vicariously liable for any and all damages Plaintiff incurred resulting from the
15 negligent actions or omissions of Defendants' agents, employees, servants, partners,
16 contractors, etc.
17

18 66. That as a direct and proximate result of the acts and omissions of Defendants,
19 and each of them, are vicariously liable for Plaintiff's personal injuries, all or some of which
20 conditions may be permanent and disabling, and all to Plaintiff's damage in a sum in excess
21 of Seventy-Five Thousand Dollars (\$75,000.00).
22

23 67. That as a direct and proximate result of the negligence via vicarious liability
24 of Defendants, and each of them, Plaintiff received medical and other treatment for the
25 aforementioned injuries, and that said services, care and treatment is continuing and shall
26 continue in the future, all to Plaintiff's damages.
27
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1 68. That as a direct and proximate result of the negligence via vicarious liability
2 of Defendants, and each of them, Plaintiff is entitled to recover damages for the pain,
3 suffering, anxiety, disability, emotional distress, physical injuries, and medical treatment,
4 both past and future, all of which are damages recoverable by Plaintiff, in an amount in
5 excess of Seventy-Five Thousand Dollars (\$75,000.00).
6

7 69. That as a direct and proximate result of the negligence via vicarious liability
8 of Defendants, and each of them, Plaintiff has suffered a loss of enjoyment of life, all of
9 which are damages recoverable by Plaintiff, in an amount in excess of Seventy-Five
10 Thousand Dollars (\$75,000.00).
11

12 70. That as a direct and proximate result of the negligence via vicarious liability
13 of Defendants, and each of them, Plaintiff has limited ability to conduct recreational
14 activities, which have caused and shall continue to cause Plaintiff physical impairment,
15 mental anguish, and loss of enjoyment of life, in a presently unascertainable amount.
16

17 71. That as a direct and proximate result of the negligence via vicarious liability of
18 Defendants, and each of them, Plaintiff has sustained a loss of earning capacity, past and
19 future, as well as a loss of wages.
20

21 72. That as a direct and proximate result of the aforementioned negligence of
22 Defendants, and each of them, Plaintiffs have been required to engage the services of an
23 attorney and is entitle to reasonable attorney's fees and costs to bring this action.
24

25 **VI. PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff JAMES ORLANDO expressly reserving the right to
27 amend this Complaint at the time of trial to include items of damages not yet ascertained,
28

1 demands judgment against Defendants, and each of them for:

- 2 A. General damages in an amount in excess of \$75,000.00;
- 3 B. Special damages in an amount in excess of \$75,000.00.
- 4 C. Damages for past medical care and treatment and incidental expenses
- 5 incurred;
- 6 D. Damages for future medical care and treatment and incident expenses
- 7 to be incurred;
- 8 E. Damages for past pain, suffering, mental anguish, and loss of
- 9 enjoyment of life;
- 10 F. Damages for future pain, suffering, mental anguish, and loss of
- 11 enjoyment of life;
- 12 G. Damages for loss of past and future household services;
- 13 H. Damages for loss of past and future earning capacity and lost wages;
- 14 I. For punitive damages;

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PWOERS LAW

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- J. For an award of attorney's fees, costs of suit, and interest occurred;
and;
K. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated this 14th day of July, 2023.

POWERS LAW

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